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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF ALAMEDA

9  
10 DIORRA MARZETTE-SANDERS, and  
11 individual,

12 Plaintiff,

13 v.  
14

15 TRENTON BROWN, an individual, and  
16 DOES 1-10,

17 Defendants.  
18  
19  
20  
21  
22

Case No.

UNLIMITED JURISDICTION

**COMPLAINT FOR DAMAGES:**

1. ASSAULT
2. BATTERY
3. BREACH OF NON-MARITAL  
PARTNERSHIP AGREEMENT
4. FRAUD, MISREPRESENTATION  
& DECIT
5. BREACH OF FIDUCIARY DUTY
6. QUANTUM MERUIT
7. UNJUST ENRICHMENT
8. BREACH OF IMPLIED  
COVENANT OF GOOD FAITH &  
FAIR DEALING
9. INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS

**JURY TRIAL DEMANDED**

23  
24 Plaintiff Diorra Marzette-Sanders ("Plaintiff" or "Sanders"), complains of Defendant  
25 Trenton Brown ("Defendant" or "Brown"), and DOES 1-10 for the following claims and causes  
26 of action:

27 **JURISDICTION AND VENUE**

28 1. This Court has jurisdiction over all causes of action asserted herein pursuant to the  
California Constitution, Article VI, §10.

**FILED BY FAX**

ALAMEDA COUNTY

October 15, 2019

CLERK OF  
THE SUPERIOR COURT  
By Xian-xii Bowie, Deputy

CASE NUMBER:  
**RG19039152**

2. The Court has jurisdiction over this action as the acts that form the basis of this action occurred within Alameda County and Defendant is a resident of Alameda County.

3. Venue in this county is proper pursuant to California Code of Civil Procedure (“CCP”) §§ 394 and 395.

## THE PARTIES

4. Plaintiff is an individual residing in Atlanta, Georgia.

5. Defendant is an individual residing in Alameda County and plays professional football for the Oakland Raiders.

6. DOEs 1-10 are fictitious names being used to sue any unidentified persons who may be in some manner responsible for the unlawful acts, omissions, events, occurrences, and happenings alleged herein, and who are the proximate cause of the Plaintiff's injuries.

## STATEMENT OF FACTS

7. The Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1 through 6 above.

### Formation of Non-Martial Partnership

8. Plaintiff is originally from Oakland, CA and has lived there for the majority of her life. Defendant began corresponding with Plaintiff in December 2016 via the popular social media application Instagram. During this time period, Defendant was also in the San Francisco Bay Area playing professional football for the San Francisco 49ers.

9. Prior to meeting Defendant, Plaintiff did not know who Defendant was or that he played professional football. In March 2017, Plaintiff met Defendant in person for the first time and the two began exclusively dating.

10. As the two dated in California, Plaintiff and Defendant's relationship grew and they became very close. Later in 2017 both parties made an agreement while they were living in California to be with each other for the rest of their lives and start a family. Plaintiff agreed to give up the life she was having in Oakland, CA, take care of their future children, maintain the household, and physically and emotionally support Defendant as he continued to play

1 professional football. Defendant agreed to financially support Plaintiff and their family for the  
2 rest of their lives.

3 11. In accordance to their agreement Defendant bought Plaintiff a car, jewelry, flew her out  
4 to different cities where he played, and gave her cash and gifts. Both Plaintiff and Defendant had  
5 a 2014 Mercedes car and a 2013 Ford Explorer under their names together. In addition, there is  
6 evidence that shows that Defendant paid Plaintiff's bills, comingled his funds with hers to pay  
7 for food and household expenses, agreed to go into business ventures with her, and told Plaintiff  
8 that he was going to marry her. Defendant would also take Plaintiff on vacations and with his  
9 family, and held her out to others as part of his family.

10 12. Per their agreement, Plaintiff maintained the home they shared and supported Defendant  
11 as he continued playing professional football for the San Francisco 49ers.

12 13. In 2018 Plaintiff and Defendant agreed that Plaintiff would move to Georgia where  
13 Defendant was originally from. The parties agreed they would both live together in Georgia, as  
14 both of them had family in the Atlanta, Georgia area and they both agreed that it would be a  
15 good location to start a family. In 2018, Defendant was also traded from the San Francisco 49ers  
16 to the New England Patriots. Both Plaintiff and Defendant agreed that Plaintiff would continue  
17 living in Georgia while Defendant lived in Massachusetts for work, for part of the year.

18 14. In mid-2018, while Plaintiff and Defendant were living in Georgia and pursuant to their  
19 agreement. they conceived their first child together. When Defendant left to play for the New  
20 England Patriots, he continued to financially support Plaintiff while Plaintiff maintained their  
21 home in Georgia.

22 15. In January 2019, Plaintiff gave birth to her and Defendant's son in Atlanta, Georgia.  
23 After the NFL season ended in February 2019, Plaintiff and Defendant agreed that they would  
24 move from Georgia to Bastrop County, Texas where Defendant leased a home. The parties  
25 agreed to move there to have Defendant's mother assist with raising their son Jacoby, and  
26 provide a home for the entire family.

27 16. In March 2019, Defendant signed a 4-year \$66 million dollar contract to play  
28 professional football for the Oakland Raiders. Once signing his contract, Defendant thanked

1 Plaintiff for being by his side and helping him become successful. In preparation of Defendant  
2 playing for the Oakland Raiders for the foreseeable future, Plaintiff and Defendant began looking  
3 for apartments and homes in the Alameda County area. Plaintiff also applied for several jobs in  
4 the Oakland, CA area and flew to the area for a couple of interviews.

5 17. In June 2019, while Plaintiff and Defendant were in Bastrop County, Texas, they had a  
6 huge argument. The argument was very hostile to the extent that Plaintiff's mother had to call the  
7 police to the house as she feared for the safety of Plaintiff and the parties' son. After the  
8 argument was diffused, Defendant refused to continue supporting Plaintiff financially and kicked  
9 her out of their home, breaching their partnership agreement they made.

#### 10 **Defendant's History Of Domestic Violence**

11 18. During the entirety of Plaintiff and Defendant's partnership, Defendant has had a pattern  
12 and practice of committing domestic violence against Plaintiff. (See Attachment 1) The first  
13 incident of violence by Defendant took place in California in 2018, where Defendant slapped  
14 Plaintiff across the face leaving her mouth bloody and her face bruised. Defendant is 6 feet 8  
15 inches tall and over 350 pounds, and he used his stature to overpower and abuse Plaintiff. After  
16 striking Plaintiff across the face leaving her bloodied and bruised, Defendant left Plaintiff outside  
17 a restaurant at 4:00 a.m., and told her to find her own way home.

18 19. On multiple occasions Defendant has bruised, bloodied and battered Plaintiff. Defendant  
19 would constantly threaten physical harm on Plaintiff, and Plaintiff would live in fear. At one  
20 point Plaintiff told Defendant that she was fed up and was going to leave with their son.  
21 Defendant told her "I'll shoot yo ass in the fucking head before you walk out that door with my  
22 son."

23 20. In March 2019, while visiting Texas, Defendant and Plaintiff got into an argument, and  
24 Defendant jumped at Plaintiff, grabbed her face and covered her mouth while choking her out  
25 until she couldn't breathe. Plaintiff was left with a ring of bruises around her neck.

26 21. In April 2019, while on vacation in Hawaii, Defendant and Plaintiff got into a  
27 disagreement. Defendant then grabbed Plaintiff's arm, took her into a room, locked the door,  
28 slapped her across the face and punched her in the ribs.

1 22. In June 2019, while visiting Texas, Plaintiff cooked Defendant breakfast. When  
2 Defendant finished his breakfast and got up from the table, as he was getting up he cut the lights  
3 off. Plaintiff asked Defendant why he turned the lights off, as she had not finished her breakfast.  
4 Defendant stared and plaintiff and told Plaintiff "bitch you don't pay the bills in this house, so  
5 you can use the (window) blinds." Shortly after this exchange, Defendant told Plaintiff "a real  
6 bitch pays bills at her house for her nigger." Plaintiff attempted to diffuse the situation but  
7 Defendant again turned to violence. Defendant grabbed Plaintiff's arm multiple times leaving  
8 bruises, and then slapped Plaintiff in the face. This incident resulted in the police coming to their  
9 location, and Plaintiff filing a police report.

10 23. Defendant would also belittle Plaintiff and would tell her things like "bitch, since you  
11 don't pay the bills you can't make decisions," or make sure to "follow instructions or you won't  
12 be homeless." Defendant would also come home in the early hours of the morning from partying  
13 all night and would tell Plaintiff to "get yo ass up and clean the house."

14 24. As a result of the partnership agreement they made, Plaintiff stayed with Defendant  
15 despite the domestic violence, and continued to maintain the home while Defendant played  
16 professional football.

17 **FIRST CAUSE OF ACTION**

18 **ASSAULT**

19 (Against all Defendants)

20 25. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1  
21 through 20 above.

22 26. The Plaintiff alleges that by Defendant repeatedly striking and abusing Plaintiff on  
23 multiple occasions, Defendant knowingly made Plaintiff apprehend a harmful or offensive  
24 touching.

25 27. Plaintiff explicitly did not consent to the touching.

26 28. Plaintiff was offended by the touching.

27 29. Therefore, Plaintiff is entitled to recovery for all damages proximately caused by  
28 Defendant's offensive touching, including, but not limited to, general damages and special  
damages.

1 30. The Plaintiff is informed and believes and thereon alleges that Defendant's acts alleged  
2 herein are malicious, oppressive, despicable, and in conscious disregard of the Plaintiff's rights.  
3 As such, punitive damages are warranted against Defendant in order to punish him and make an  
4 example of his actions.

5 **SECOND CAUSE OF ACTION**

6 **BATTERY**

(Against all Defendants)

7 31. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1  
8 through 26 above.

9 32. Defendant touched Plaintiff with intent to harm or offend.

10 33. Plaintiff did not consent to the touching.

11 34. Defendant was offended by the touching.

12 35. Therefore Plaintiff is entitled to recovery for all damages proximately caused by  
13 Defendant's offensive touching, including, but not limited to, general damages and special  
14 damages.

15 36. Plaintiff is informed and believes and thereon alleges that Defendant's acts alleged  
16 herein are malicious, oppressive, despicable, and in conscious disregard of the Plaintiff's rights.  
17 As such, punitive damages are warranted against the Defendant in order to punish him and  
18 make an example of his actions.

19  
20 **THIRD CAUSE OF ACTION**

21 **BREACH OF NON-MARITAL PARTNERSHIP AGREEMENT**

(Against all Defendants)

22 37. The Plaintiff incorporates by reference the factual allegations contained in paragraphs 1  
23 through 32 above.

24 38. The Court must enforce the parties' express and implied non-marital agreement. *See*  
25 *Marvin v. Marvin* (1978) 18 Cal.3d 660. Plaintiff and Defendant expressly and impliedly agreed  
26 to pool their assets, and further agreed that Plaintiff would be the homemaker and Defendant  
27 would financially support Plaintiff and their family for the rest of their lives. All dealings  
28 between Plaintiff and Defendant have been in the nature of an oral agreement to share everything

1 equally, as between cohabitating partners. The agreement is evidenced by written documents and  
2 correspondences, and any and all actions by Plaintiff and Defendant.

3 39. Pursuant to California Civil Code § 1619 *et seq*, a contract may be oral or implied by the  
4 conduct of the parties.

5 40. The conduct of Plaintiff and Defendant clearly evidences an oral an implied obligation by  
6 Defendant to Plaintiff to take care of her and their family financially for the rest of their lives.  
7 Relying on the promises, Plaintiff has performed all her obligations including but not limited to,  
8 giving up the life she had in Oakland, CA, maintaining their home, bearing and taking care of  
9 their first child, moving to Georgia and Texas with Defendant, and physically and emotionally  
10 supporting Defendant and his career.

11 41. Plaintiff and Defendant agreed to live together and cohabit, and promised to spend the  
12 rest of their lives together. Defendant paid all of Plaintiff's bills, and Defendant entrusted all  
13 housekeeping or child-rearing chores to Plaintiff, which Plaintiff handled.

14 42. Defendant breached the parties' implied agreement in June 2019 when he refused to  
15 financially support Plaintiff and kicked her out of their home.

16 43. As a direct and proximate result of Defendant's breach, Plaintiff has been deprived of  
17 financial support which she relied on during the partnership. As a result Plaintiff has been  
18 damaged in an amount excess of the jurisdictional minimum of this Court, according to proof.

19 **FOURTH CAUSE OF ACTION**  
20 **FRAUD, MISREPRESENTATION & DECIT**  
21 (Against all Defendants)

22 44. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1  
23 through 39 above.

24 45. From the beginning of the parties' relationship, Defendant made numerous  
25 representations to Plaintiff, knowing that they were false and that he had no intention of honoring  
26 any of them.

27 46. Defendant made Plaintiff believe that he would financially support her for the rest of her  
28 life and that he wanted to marry her. Defendant also represented that if Plaintiff would move to

Georgia and Texas with him, maintain their household and take care of their child that Defendant would pay for all household expenses.

47. Defendant knew or should have known that each of these representations mentioned above were false at the time it was made and that he had no intention of keeping his promises. Defendant also knew or should have known that Plaintiff would rely on these false representations and would comply with all of Defendant's requirements, requests and demands, as she did indeed to her detriment.

48. When Defendant terminated their non-marital conjugal relationship, Defendant refused to financially support Plaintiff and kicked her out of their house in Bastrop County, Texas. Defendant further went to Bastrop County District Court to get an order to limit the amount of child support he is obligated to provide to Plaintiff to take care of their son.

49. Plaintiff has informed and believes that Defendant made the false representations with the intention of seducing Plaintiff into their non-marital conjugal agreement, to cohabitate with him, and to have children together.

50. Plaintiff justifiably relied on these misrepresentations and entered into a non-marital conjugal partnership, cohabitated with Defendant and gave up the life she was having in Oakland, CA to have children with Defendant, and physically and emotionally support him. Plaintiff believed that this was going to last all her life and that Defendant would take care of her financially for the rest of their lives, as Defendant repeatedly promised.

51. As a direct and proximate result of Defendant misrepresentations as alleged herein, Plaintiff has been damaged in an amount to be proven at trial.

52. Plaintiff believes that Defendant engaged in the foregoing acts and conduct with the intent of depriving Plaintiff of her legal rights and to otherwise cause her injury. Such conduct was intentional, wrongful, malicious and despicable and carried on by Defendant with the willful and conscious disregard of Plaintiff's rights. Accordingly, punitive damages are warranted in amount as allowed by law.

**FIFTH CAUSE OF ACTION**  
**BREACH OF FIDUCIARY DUTY**  
(Against all Defendants)



1 53. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1  
2 through 48.

3 54. As acknowledged domestic partners who expressed love for each other and mutual  
4 promises to live together and share in their wealth and assets, Plaintiff and Defendant had a duty  
5 bound to act towards each other with the utmost good faith for the benefit of each other and by  
6 one to the other.

7 55. Plaintiff reposed implicit and explicit confidence and trust in Defendant's integrity and  
8 fairness in relying on Defendant's promises of marriage, having a family together and financially  
9 supporting Plaintiff for the rest of her life. Defendant voluntarily accepted and assumed  
10 responsibility therefor, thereby establishing and owing Plaintiff a fiduciary duty to Plaintiff to  
11 treat him with the utmost good faith, fairness and undivided loyalty for the benefit of Plaintiff.

12 56. In reposing his trust and confidence in Defendant, Plaintiff did not anticipate or even  
13 consider the possibility that Defendant would take advantage of this trust and confidence and  
14 breach his fiduciary duty by reneging on all his promises, representations and commitments. His  
15 actions were thus adverse to Plaintiff's interests.

16 57. As a direct and proximate result of Defendant's breach of fiduciary duty owed to  
17 Plaintiff, Plaintiff has been damaged in an amount in excess of the jurisdictional minimum of this  
18 court.

19 58. Plaintiff further alleges that Defendant engaged in the foregoing acts and conduct with  
20 the intent to deprive Plaintiff of property and legal rights and to otherwise cause him injury. Such  
21 conduct was intentional, wrongful, malicious, oppressive, despicable, and carried on by  
22 Defendant with a willful and conscious disregard of Plaintiff's rights. Accordingly, punitive  
23 damages are warranted against Defendant in order to punish and make an example of him.

24 **SIXTH CAUSE OF ACTION**  
25 **QUANTUM MERUIT**  
26 **(Against all Defendants)**

27 59. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1  
28 through 54 above.

1 60. Plaintiff and Defendant started cohabitating in mid-2017. During the entirety of the  
2 relationship, Defendant, who played professional football, was deemed the sole financial  
3 provider for both parties. Defendant asked Plaintiff to give up the life she was having in  
4 Oakland, CA, support him physically and emotionally, start a family with him, do the household  
5 chores and be the primary care giver for their son, as alleged herein.

6 61. In return, Defendant promised he would to take care of Plaintiff and their son for the rest  
7 of their lives regardless of Plaintiff's earning capacity, pool their resources together, share  
8 equally in all their properties and assets, get married, and live together for the rest of their lives.

9 62. Relying on these promises of payments by Defendant, Plaintiff left the life she had in  
10 Oakland, CA and any potential career paths, and from mid-2017 to June 2019 rendered work,  
11 labor, and services and still continues to provide primary care to their son.

12 63. Defendant assented to and received these benefits in the form of goods and/or services  
13 under circumstances where, in the ordinary course of common events, a reasonable person  
14 receiving such benefits normally would expect to pay for them as promised.

15 64. At all times relevant herein, the reasonable value of the above services rendered by  
16 Plaintiff exceeds the jurisdictional amount of this court.

17 65. No part of the above sum has been paid except for the living expenses paid to Plaintiff  
18 during the course of the partnership in an amount not known to Plaintiff at this time.

19 66. There is now due, owing, and unpaid from Defendant to Plaintiff the sum that will be  
20 determined at the time of trial.

21 **SEVENTH CAUSE OF ACTION**  
22 **UNJUST ENRICHMENT**  
23 **(Against all Defendants)**

24 67. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1  
25 through 62 above.

26 68. As a direct result of the conduct described herein in this complaint, Defendant has been  
27 unjustly enriched at the expense of Plaintiff.  
28

69. Defendant should be required to disgorge all monies, properties, profits, and gains, which he has obtained or will unjustly obtain in the future at the expense of Plaintiff, and a constructive trust should be imposed thereon for the benefit of Plaintiff.

**EIGHTH CAUSE OF ACTION**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING**  
(Against all Defendants)

70. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1 through 65 above.

71. California law implies a covenant of good faith and fair dealing in all contracts between parties entered into in the State of California.

72. As a result of the actions of Defendant, set forth hereinabove, Defendant has violated the implied covenant of good faith and fair dealing contained in the parties implied and verbal contracts as against Plaintiff, and as a direct and proximate result thereof, Plaintiff is entitled to damages as prayed.

73. The actions of Defendant, as hereinabove described, are in violation of said implied covenant of good faith and fair dealing and have caused the Plaintiff to suffer damages according to proof.

**NINTH CAUSE OF ACTION**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
(Against all Defendants)

74. Plaintiff incorporates by reference the factual allegations in paragraphs 1 through 69 above.

75. Defendant's outrageous conduct, including the offensive touching, was made with reckless disregard of the probability of causing emotional distress. Further Defendant constantly degraded Plaintiff, calling her a "bitch" and "dumbass" in the presence of others, and saying that she was worthless for not being able to pay bills.

76. Defendant's conduct was in fact a proximate cause of severe emotional distress for Plaintiff.

77. Assault and Battery by its very nature is outrageous conduct which is actionable under a theory of intentional infliction of emotional distress. The constant abuse Plaintiff suffered at the

1 hands of Defendant constitutes outrageous conduct made with reckless disregard of the  
2 probability of causing emotional distress.

3 78. Defendant's conduct was in fact a proximate cause of severe emotional distress for  
4 Plaintiff.

5 79. As such, the Plaintiff is entitled to recover for all damages proximately caused by  
6 Defendant's intentional infliction of emotional distress, including, but not limited to, general  
7 damages and special damages.

8 80. The Plaintiff is informed and believes and thereon alleges that the Defendant's acts  
9 alleged herein are malicious, oppressive, despicable, and in conscious disregard of the Plaintiff's  
10 rights. As such, punitive damages are warranted against Defendant in order to punish him and  
11 make an example of his actions.

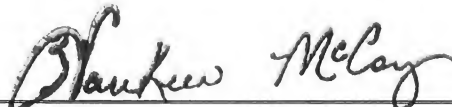
12 **PRAYER FOR RELIEF**

13 WHEREFORE, The Plaintiff prays for relief as follows:

- 14 1. For punitive damages in amounts according to proof against Defendant and DOEs 1-10;  
15 2. For compensatory, special and general damages in an amount according to proof at trial;  
16 3. For civil penalties, pursuant to statute, restitution, injunctive relief, and reasonable  
17 attorney's fees according to proof;  
18 4. For attorney's fees as provided by law;  
19 5. For interest as provided by law;  
20 6. For costs of suit incurred herein; and  
21 7. For such other and further relief as the court deems fair and just.

22  
23 Dated: October 15, 2019

McCOY LAW FIRM, P.C.

24  
25 

26 WAUKEEN Q. McCOY, Esq.  
27 Attorney for Plaintiff,  
28 Diorra Marzette-Sanders

# **ATTACHMENT 1**













